

EXHIBIT

4



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DEALER SALES AGREEMENT

This Agreement is made and entered into this 4th day of FEBRUARY 2020 between SonicSolutions Algae Control LLC, a Delaware (USA) Limited Liability Company, whose principal place of business is 238 Bridge Street, Unit B, Northampton, MA and, RES LES TRAITEMENTS Bio-BAC INC whose principal place of business is 17, DES PERLES, SHERBROOKE (Qc) CANADA.

SonicSolutions Algae Control LLC (hereinafter called SSAC) does hereby appoint and accept LES TRAITEMENTS Bio-BAC INC (hereinafter called DEALER) as a DEALER for representation, marketing and sales of all products distributed by SSAC (hereinafter called SYSTEMS) upon terms and conditions set forth below.

1. DEALER SALES EXPECTATIONS:

- A. Resell ten (10) Hydro BioScience® systems during the first 12 month timeframe from the date of this fully executed contract. These ten (10) SYSTEMS may be a "mix and match" of available systems (Quattro-DB®, Mezzo-DB™, Dual kit options, and complete solar packages);
- B. resell 25 Hydro BioScience® systems during the second 12 month period (Quattro-DB®, Mezzo-DB™, Dual kit options, and complete solar packages);
- C. resell 40 Hydro BioScience® systems during subsequent 12 month periods (Quattro-DB®, Mezzo-DB™, Dual kit options, and complete solar packages);
- D. if DEALER has a website, DEALER will establish reciprocal links with SSAC website within 30 days of signing the DEALER Agreement.
- E. should the DEALER fail to meet these minimum requirements for any 12 month period, the DEALER may receive a "Probationary Status" and/or be removed from the SSAC authorized dealer list.

2. **INVOICING:** SSAC will invoice and expect payment from the DEALER in a timely manner as outlined in paragraph 10 for all sales and/or rental fees due. The DEALER, in turn, will be responsible for invoicing and collecting from their end user.

3. DEALER Discount:

- A. The DEALER discount is 30% off of the Manufacturer's Suggested Retail Price (MSRP) for complete Hydro BioScience® SYSTEMS (Quattro-DB®, Mezzo-DB™, Dual kit options, and complete solar packages);
- B. The DEALER discount is 20% off of the MSRP for all cables, accessories, and individual components.
- C. The DEALER will receive a BONUS DISCOUNT of an additional 5% (totaling 35% off of MSRP) for any individual orders over 20 SYSTEMS.
 - (i) Not applicable on cables, accessories or individual components.
 - (ii) Only DEALERS in good standing (no receivables over 30 days outstanding) will receive the BONUS DISCOUNT.
- D. Add-on products or accessories are not eligible to be included in the SYSTEM count to qualify for a BONUS DISCOUNT.

A handwritten signature in blue ink, appearing to read 'A' or 'AS'.

4. **PRICING PROMOTIONS:** To protect the integrity of the price structure of the SYSTEMS, DEALERS should not feature any SSAC Systems priced below existing MSRP prices. This specifically refers to Internet or other advertising vehicles. Prices are subject to the PRICE GUARANTEE in paragraph 13.
5. **SHIPPING:**
 - A. DEALERS are responsible for shipping, taxes (where applicable) and insurance.
 - B. International DEALERS are responsible for shipping, insurance, tariffs and duty charges.
6. **CURRENCY:** The MSRP is in US currency.
7. **ADVERTISING:**
 - A. DEALER shall have the right to market and sell the SYSTEMS and shall have use of the trade name "SonicSolutions Algae Control LLC®".
 - B. DEALER shall submit to SSAC for prior approval all advertising, media copy, or publicity DEALER intends to use in marketing the SYSTEMS. SSAC shall approve such materials within 7 days of their receipt. SSAC further agrees to furnish additional materials and information on the SYSTEMS as may be developed from time to time. DEALER shall not be authorized to use any materials provided by SSAC without its prior approval.
8. **CUSTOMER SERVICE AND TRAINING:** Throughout the term of this Agreement, SSAC shall provide continuous support and consultation service.
 - A. Mandatory training is required for all DEALER team members who will be selling the SYSTEMS. Training will be arranged within 30 days of the executed Dealer Agreement.
 - B. DEALER shall follow all of SSAC recommended methods and directions with respect to test procedures, installation, usage and representations as to the functions of the SYSTEM.
9. **DELIVERY:** SSAC shall ship all orders within 15 working days upon receipt of the purchase order for the same. Shipping costs for any order are to be paid by the DEALER.
10. **PAYMENT TERMS:**
 - A. Unless otherwise stated payment is due to SSAC under Net 30 terms. SSAC reserves the right to charge interest on uncollected amounts due over 30 days past due at a rate of 1.5% per month.
 - B. Only DEALERS in good standing can place additional orders. If any invoices are over 60-days past due, any future orders are PREPAID only.
 - C. All International orders are PREPAID only unless otherwise arranged with SSAC.
11. **WARRANTY:** SSAC shall warrant the condition of the SYSTEMS to each retail purchaser of such SYSTEMS in accordance with the provisions of the three (3) YEAR LIMITED WARRANTY as stated in the User's Manual for transducer heads and two (2) YEAR LIMITED WARRANTY on PSUs, cables and accessories. This warranty period is subject to regulations of a given country in which the DEALER is conducting business. DEALER does not adopt such warranty nor act as a co-warrantor, but will only pass on such warranties to the purchaser.



12. NO FEES: At no time shall DEALER ever be liable for any franchise fee, royalty fee or sum of money, however described, as a condition precedent by SSAC performance of this Agreement.

13. RETURNS: The DEALER will not be permitted to return unsold SYSTEMS that they have purchased from SSAC except those with manufacturer's defects. Should DEALER return any SYSTEMS to SSAC for replacement due to manufacturer's defects, SSAC will replace the defective unit with a unit of the same class size.

14. PRICING: The prices of the SYSTEMS, cables, accessories and components (hereinafter called PRODUCT LINE) are subject to change at any given time. SSAC may raise prices on the PRODUCT LINE to cover the inflation rate or any improvements on the PRODUCT LINE or in SSAC marketing to be used by DEALER. For each change in pricing, DEALER shall be informed thirty (30) days prior to the effective date. The DEALER may terminate this Agreement by giving sixty (60) days prior written notice to SSAC in the event the DEALER does not approve the change in the Pricing made by SSAC. The orders confirmed by SSAC and placed before the effective date of any price change are not affected by the price change.

15. IMPROVEMENTS: SSAC reserves the right to change, improve, or modify the SYSTEMS or any part of component thereof at any time without incurring any obligation to replace SYSTEMS previously manufactured or sold.

16. TERMINATION:

- A. SSAC may terminate this association with DEALER at any time by giving sixty (60) days prior written notice thereof to DEALER. SSAC may terminate this association with DEALER without sixty (60) days prior written notice for non-performance reasons as outlined in paragraph 1 (Dealer Sales Expectations).
- B. DEALER may terminate his association with SSAC at any time by giving sixty (60) days prior written notice thereof to SSAC. DEALER shall have the right to sell existing inventory at the time of termination, subject to the obligations herein contained, including, but not limited to, the obligations as to pricing payments. On or before sixty (60) days following termination of this Agreement, DEALER shall give written notice to SSAC of the list of projects on which DEALER has been actively working and on which DEALER seeks supply of SYSTEMS by SSAC. DEALER will have up to 120 days from notice of termination of this agreement to submit purchase orders to SSAC for the projects agreed upon. Upon termination, either by the DEALER or by SSAC, DEALER agrees to turn over all customer files in a timely matter so that a newly appointed DEALER or SSAC home office will have a record of all SYSTEMS installed for service and warranty purposes. SSAC may terminate its association with DEALER for non-payment on goods received.
- C. The DEALER agrees not to sell or represent any other ultrasonic algae eliminators other than ones distributed by SSAC and for a period of two (2) years following termination of this Agreement.

17. LEGAL:

- A. The execution of this Agreement or the exercise of any rights hereunder is not intended and shall not be construed as creating a partnership or joint venture between SSAC and DEALER or any other party. The validity, construction, and interpretation of this DEALER



Agreement and the rights and duties of the parties hereto shall be governed by the laws of the Commonwealth of Massachusetts. This DEALER Agreement constitutes the entire understanding between SSAC and the DEALER and contains the final, complete and exclusive statement of representation, promise, or inducement of any kind unless set forth herein. DEALER agrees to follow all local, state or national codes and laws regarding the marketing and installation of the SYSTEMS in such given territory.

- B. In the event that SSAC should have to retain an attorney to assist it in collecting a delinquent account, the DEALER shall become liable for all SSAC attorney's reasonable collection fees and costs.
- C. If SSAC should decide to enter a civil action to obtain a judgment for any money owed by DEALER, the case can be entered in a court located in Hampshire County, Massachusetts, and SSAC can obtain service of process on DEALER by sending DEALER a copy of the legal process pursuant to the Massachusetts long arm statute, and DEALER will not contest the court's jurisdiction. By signing this document DEALER hereby waives the DEALER's right to a jury trial in any such action.
- D. If any provision contained in this entire document is declared to be unenforceable, the court shall only amend this agreement to the limited extent necessary to remove the illegal provision. And the remainder of this agreement as so amended shall remain in full force and effect.

This Agreement is binding upon the parties whose signatures appear below.

Dana Taylor, President Date:
SonicSolutions Algae Control LLC


Signature of DEALER
ANDRÉ PROULX
(Type or Print Name) DEALER

Feb. 4/2020
Date

TRAITEMENTS Bio-BAC inc
Company Name to be listed as dealer

PRESIDENT
Title of signee